| SOLICITATION/CONTRACT/   | ORDER FOR COMMER                                       |                                       | 1. REQUISITION H912696193A |  |                             |                                | PAGE 1 OF 29   |
|--|--|---------------------------------------|----------------------------|--|-----------------------------|--------------------------------|--|
| 2. CONTRACT NO.  | 3. AWARD/EFFECTIVE DATE 4. C                           | ORDER NUMBER                          |                            | 5. SOLICITATION N00189-16-7                                  |                             |                                | SOLICITATION ISSUE DATE<br>9-Aug-2016                |
| 7. FOR SOLICITATION INFORMATION CALL:  | a. NAME<br>JOSEPH E. MAIER                             |                                       |                            | b. TELEPHONE N<br>215-697-470                                | IUMBER (No C                |                                | OFFER DUE DATE/LOCAL TIME                            |
| 9. ISSUED BY   | CODE N00189  | 10. THIS ACQU                         |                            | 11   | . DELIVERY F<br>STINATION L |                                | . DISCOUNT TERMS                                     |
| NAVSUP FLC NORFOLK PHILADELPH<br>ATTN: JOSEPH MAIER<br>700 ROBBINS AVENUE, BLDG. 2B<br>PHILADELPHIA PA 19111-5083    | IA OFFICE  | SET ASIDE                             | : %                        | FOR BL   | OCK IS MARK                 | DULE                           |  |
|  |  | HUBZO<br>8(A)                         | NE SB                      | L  | 1                           | CONTRACT IS A<br>AS (15 CFR 70 | A RATED ORDER<br>0)                                  |
|  |  | H ` '                                 | SABLED VET-                | OWNED SB   | b. RATING                   |                                |  |
| TEL: 215-697-4704<br>FAX:  |  | SIZE STD:                             | ING SB<br>NAIC             | 12   | RFQ                         | SOLICITATION                   | N RFP  |
| 15. DELIVER TO<br>THE JOINT STAFF  | CODE H91269  | 16. ADMINISTE                         | RED BY                     |  |                             | CODE                           |  |
| SEE SCHEDULE WITHIN AS SPECIFIED TEL: FAX:   |  |                                       |                            |  |                             |                                |  |
| 17a.CONTRACTOR/OFFEROR   | CODE   | 18a. PAYMENT                          | WILL BE MA                 | DE BY  |                             | COD                            | E  |
| TEL.   | FACILITY<br>CODE                                       |                                       |                            |  |                             |                                |  |
| 17b. CHECK IF REMITTANCE IS SUCH ADDRESS IN OFFER  | DIFFERENT AND PUT                                      | 18b. SUBMIT<br>BELOW IS CH            | Г                          | O ADDRESS S  |                             | _OCK 18a. UN                   | ILESS BLOCK  |
| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES                               | / SERVICES                            | 21.                        | QUANTITY   | 22. UNIT                    | 23. UNIT PRI                   | CE 24. AMOUNT  |
|  | SEE SCHEDU   | ILE                                   |                            |  |                             |                                |  |
| 25. ACCOUNTING AND APPROPRIATI   | ON DATA  |                                       |                            |  | 26. TOTAL #                 | AWARD AMOU!                    | NT (For Govt. Use Only)                              |
| 27a. SOLICITATION INCORPORAT  27b. CONTRACT/PURCHASE ORD   |  |                                       |                            |  |                             | DDENDA AF                      |  |
| 28. CONTRACTOR IS REQUIRED TO S TO ISSUING OFFICE. CONTRACT: SET FORTH OR OTHERWISE IDEN SUBJECT TO THE TERMS AND CO | OR AGREES TO FURNISH AND<br>NTIFIED ABOVE AND ON ANY A | DELIVER ALL ITEM<br>ADDITIONAL SHEETS | s C                        | AWARD OF CO<br>OFFER DATED<br>(BLOCK 5), INC<br>SET FORTH HE | LUDING ANY                  | . YOUR OFF                     | FER ON SOLICITATION<br>R CHANGES WHICH ARE<br>ITEMS: |
| 30a. SIGNATURE OF OFFEROR/COM  | ITRACTOR   | 31a.UNITED                            | STATES OF                  | AMERICA (SIG   | NATURE OF CO                | NTRACTING OFF                  | ICER) 31c. DATE SIGNED                               |
| 30b. NAME AND TITLE OF SIGNER<br>(TYPE OR PRINT)   | 30c. DATE SIG  | NED 31b. NAME TEL:                    | OF CONTRACT                | 'ING OFFICER   | (TYPE C                     | PR PRINT)                      |  |

| SOLICITA         | TION/   |          | TRACT/ORDER FOR<br>(CONTINUED) | COMMERC                  | IAL ITE          | MS PA   |   |        |            | GE 2 OF 29   |         |            |
|------------------|---|----------|--------------------------------|--------------------------|------------------|---|---|--------|------------|--------------|---------|------------|
| 19. ITEM NO.     |   |          | 20. SCHEDULE OF                | SUPPLIES/ SER            | VICES            |   | 21. QUANTI                                      | TY     | 22. UNIT   | 23. UNIT     | PRICE   | 24. AMOUNT |
| 19. ITEM NO.     |   |          | 20. SCHEDULE OF S              |                          | EVICES           |   | 21. QUANTI                                      | TY     | 22. UNIT   | 23. UNIT     | PRICE   | 24. AMOUNT |
|                  |   |          |                                |                          |                  |   |   |        |            |              |         |            |
| 32a. QUANTITY IN | COLUN   | /IN 21 F | HAS BEEN                       |                          |                  |   |   |        |            | •            |         | •          |
| RECEIVED         | INSPE   | CTED     | ACCEPTED, AND CONF             | ORMS TO THE (            | CONTRAC          | T EXCEPT  | AS NOTED:                                       |        |            |              |         |            |
| 32b. SIGNATURE ( | OF AUTI   | HORIZ    |                                | 32c. DATE                | JONTHAO          |   | PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT |        |            |              |         |            |
| REPRESENT        | REPRESENTATIVE  MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE |          |                                |                          | REPR             | EPRESENTATIVE<br>LEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTA |   |        |            |              |         |            |
| 32e. MAILING ADD |   |          |                                | E                        | 32f. TELEP       |   |   |        |            | PRESENTATIVE |         |            |
|                  |   |          |                                | 32g.                     |                  | 32g. E-MAI  | AIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE     |        |            |              |         |            |
| 33. SHIP NUMBER  | FINAL   | 34. VC   | OUCHER NUMBER                  | 35. AMOUNT VI<br>CORRECT |                  | 36.   | PAYMENT COMPLET                                 | TE     | PARTIAL    | FINAL        | 37. CHE | CK NUMBER  |
| 38. S/R ACCOUNT  |   | R 39     | 9. S/R VOUCHER NUMBER          | 40. PAID BY              |                  | l   |   |        |            |              |         |            |
|                  |   |          |                                |                          |                  |   |   |        |            |              |         |            |
|                  |   |          |                                | CEIVED BY                | EIVED BY (Print) |   |   |        |            |              |         |            |
|                  |   |          |                                | 42b. RE                  | CEIVED AT        | AT (Location)   |   |        |            |              |         |            |
|                  |   |          |                                |                          | 42c. DA          | TE REC'D (  | YY/MM/DD)                                       | 42d. T | TOTAL CONT | AINERS       |         |            |
|                  |   |          |                                |                          | ,                | ,   |   |        |            |              |         |            |

## Section SF 1449 - CONTINUATION SHEET

| ITEM NO<br>0001 | SUPPLIES/SERVICES   | QUANTITY<br>1  | UNIT<br>Lot | UNIT PRICE          | AMOUNT |
|-----------------|---|----------------|-------------|---------------------|--------|
|                 | Measured Business-Rate l  | Lines and e911 |             |                     |        |
|                 | Base year. 24 MBLs, e911<br>time e911 setup cost.<br>FOB: Destination<br>MILSTRIP: H912696193<br>PURCHASE REQUEST I<br>PROJECT: 2016-2680 | A395           |             | PWS, including one- |        |
|                 |   |                |             | NET AMT             |        |
|                 |   |                |             |                     |        |
| ITEM NO<br>0002 | SUPPLIES/SERVICES   | QUANTITY<br>1  | UNIT<br>Lot | UNIT PRICE          | AMOUNT |
| OPTION          | Measured Business-Rate l<br>FFP   | Lines and e911 |             |                     |        |
|                 | Option I. 24 MBLs, e911, FOB: Destination PURCHASE REQUEST 1  |                |             | PWS.                |        |
|                 |   |                |             |                     |        |
|                 |   |                |             | NET AMT             |        |

Page 4 of 29

**AMOUNT** 

**QUANTITY** 0003 Lot OPTION Measured Business-Rate Lines and e911 Option II. 24 MBLs, e911, and support as indicated in the PWS. FOB: Destination PURCHASE REQUEST NUMBER: H912696193A395 **NET AMT** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0004 Lot OPTION Measured Business-Rate Lines and e911 Option III. 24 MBLs, e911, and support as indicated in the PWS. FOB: Destination PURCHASE REQUEST NUMBER: H912696193A395 **NET AMT** ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 0005 Lot OPTION Measured Business-Rate Lines and e911 Option IV. 24 MBLs, e911, and support as indicated in the PWS. FOB: Destination PURCHASE REQUEST NUMBER: H912696193A395 **NET AMT** 

UNIT

**UNIT PRICE** 

ITEM NO

SUPPLIES/SERVICES

## JOINT STAFF SUFFOLK COMPLEX COMMERCIAL TELECOMMUNICATIONS CIRCUITS AND SERVICES

- 1. **INTRODUCTION:** The Joint Staff J6 Deputy Directorate for Information Technology Services (DDITS) in Suffolk, Virginia is contracting for continued support of existing commercial, analog telephone lines with commercial long distance service. These are needed to meet mission requirements that cannot be fulfilled by Defense Information Systems Agency (DISA), Naval Computer and Telecommunications Area Master Station Atlantic (NCTAMS LANT), the Federal Networx contract, or other existing General Services Agency (GSA) contracts. This Performance Work Statement (PWS) identifies the individual telephone numbers, and long distance dialing capability to be provided. An additional requirement under this contract is the ability to add new telephone lines and discontinue existing ones as necessary to support short-fused, rapidly-changing Joint Training and real-world support requirements. Also included are technical standards applicable to work performed within Joint Staff-controlled facilities and relevant system configuration data.
- 2. **BACKGROUND:** The Joint Staff Suffolk Complex telecommunications infrastructure incorporates an Avaya DEFINITY G3r Enterprise Communications Server (ECS) to support unclassified voice and ISDN video teleconferencing requirements. Individual Measured Business-rate Lines (MBLs) are also installed at multiple locations throughout the Suffolk Complex. The MBLs provide dial tone to critical life-safety and security systems such as building fire alarms, elevators, and swipe-card access controllers. MBLs are also installed in communications closets to facilitate troubleshooting efforts, especially in cases where 203-prefix Direct Inward Dial (DID) numbers might be inoperative due to local PBX failure.
- 2.1. Joint Staff requires continued operation of twenty-four (24) existing Measured Business-rate telephone lines with domestic and international long distance service, as specified in Section 5 of this PWS.
- 2.2. Premise equipment for most DISA and commercial communications services is located in the Joint Staff building at 116 Lake View Pkwy, Suffolk, VA 23435, Room 1176 (Test Bay 34). The commercial Rate Demarcation Point (RDP), including Smart Jacks, Network Interface Devices (NIDs), patch panels, and some ancillary equipment is located in Room 1046. The telephone main distribution frame (MDF) is located in Room 1057. Circuits and MBLs are extended as needed to the following locations:
  - a. Joint Staff Annex located at 116-B Lake View Parkway
  - b. Consolidated Security Office building located at 114 Lake View Pkwy.
  - c. DOD Suffolk Receiving Warehouse located at 111 Lake View Pkwy.
- 2.3. Joint Staff also distributes circuits and services to several guard shacks located along the perimeter fence, and to various temporary trailers, tactical staging areas, and other outbuildings, which may vary in location and configuration according to mission requirements. All major communication system components are installed in commercial buildings leased to the government via GSA. Throughout this PWS, these locations are referred to collectively as the "Suffolk Complex" or "Joint Staff Suffolk facilities." As used in this PWS, the term "normal business hours" refers to the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, exclusive of Government holidays.
- 3. **SCOPE:** This PWS defines the contractor effort required to (1) provide and maintain products and services detailed in Section 5 below, (2) install additional MBLs when needed to meet Government mission requirements, (3) deactivate and remove MBLs when the Government determines they are no longer needed, and (4) provide network monitoring, remote diagnostics, and on-site technician support to perform installation, removal, maintenance, troubleshooting, and restoral actions as needed to meet the performance requirements specified in this PWS.

- 3.1. The existing commercial telecommunications lines to be supported under Section 5 are identified in Appendix A, *Joint Staff Suffolk Measured Business-rate Telephone Line List*. Maintenance services shall be provided in accordance with (IAW) this PWS and provisions contained herein.
- 3.2. The contractor is responsible for delivery of all MBLs to the existing connection block or Network Interface Device (NID), if already present. Otherwise, the contractor is responsible for initial installation of new connection block, NID, Smart Jack, or router port interfaces at no additional cost to the Government, as needed to support the circuits and services itemized in Appendix A.
- 3.3. The majority of onsite work and service provided by the Contractor shall be performed and accomplished during normal business hours. However, due to Joint Staff requirements for minimizing down time, it is anticipated that there may be an occasional need for conducting work outside of normal business hours to troubleshoot/restore vendor equipment faults, circuit outages, or other service-related failures. There may also be a requirement for onsite work outside of normal business hours to perform cutovers, configuration changes, or other actions, in accordance with standard telecom industry practices.
- 4. **APPLICABLE DIRECTIVES:** All work shall be performed IAW the facility standards detailed in Appendix B, *Joint Staff Suffolk Wiring and Labeling Conventions* and with specifications and policies of the Department of Defense (DOD), Joint Staff, Avaya Incorporated, and other system components manufacturers, and with generally accepted telecommunications industry practices, as detailed in the following paragraphs. The Government reserves the right to conduct any test/inspection it may deem advisable and necessary to ensure that all services and supplies to be provided by the Contractor conform to the requirements and specifications of this PWS.
- 4.1. The Contractor shall perform all circuit installation, termination, and modification efforts IAW the following documents to ensure conformance with military standards and compliance with Joint Staff and DISA specifications for Defense Switched Network (DSN) interoperability:
  - a. Chairman of the Joint Chiefs of Staff Instruction (CJCSI) 6215.01b dtd 23 Sep 2001 "Policy for Department of Defense Voice Networks."
  - Defense Information Systems Agency (DISA) Joint Interoperability and Engineering Organization (JIEO) Report #8249, Defense Information Systems Network (DISN) Circuit Switched Subsystem, DSN Generic Switching Center Requirements (GSCR), March 1997
  - c. CJCSI 6212.01B, 8 May 2000, "Interoperability and Supportability of National Security Systems and Information Technology Systems"
  - d. DOD 5220.22M National Industrial Security Program Operating Manual
  - e. DODI 8100.3 Department of Defense (DoD) Voice Networks
  - f. DODI 4630.8 Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS)
- 4.2. The Contractor shall perform all installation, termination, and modification efforts IAW the following documents to ensure conformance with commercial standards and compliance with established electrical, fire, and safety codes:
  - a. ANSI/TIA/EIA-568, 569, 606, 607, 942, and subsequent cabling standards, along with associated Technical Service Bulletins, and Universal Service Ordering Code (USOC) guidance for legacy terminating equipment.
  - b. International Telecommunications Union-Telecommunications Standardization Sector (ITU-T) Standards
  - c. Federal Communications Commission (FCC) rules and regulations
  - d. National Fire Protection Association (NFPA) codes and standards
  - e. National Electrical Code (NEC) and National Electrical Safety Code (ANSI C2) rules and standards
  - f. Occupational Safety and Health Administration (OSHA) General Industry Standards

- 5. **PERFORMANCE REQUIREMENTS:** The contractor shall have in place all facilities described herein at the beginning of the contractor performance period.
- 5.1. **MEASURED BUSINESS LINE SERVICE:** The Contractor shall provide twenty-four (24) analog voice-grade Measured Business-rate Lines (MBLs) configured and terminated as noted in Appendix A, IAW the following requirements.
- 5.1.1. All MBLs will retain existing North American Numbering Plan Area (NPA) Code (757), existing Central Office Exchange (NXX) Code (686), and existing last four digits of each telephone number.
- 5.1.2. All MBLs shall be provided from a local exchange (central office) within the local dialing area of the Joint Staff Suffolk facility.
- 5.1.3. The Inter-Local Access and Transport Area (InterLATA) Primary Interexchange Carrier (PIC) and IntraLATA PIC shall be Networx (formerly FTS2001) for all MBLs. Joint Staff currently receives all Networx/FTS2001 long distance service from MCI/Verizon under PIC Code 222.
- 5.1.4. All MBLs shall be provisioned for both Touch Tone and Pulse dialing with 900/976 call-blocking.
- 5.1.5. Malicious call trace service shall be provided on all MBLs.
- 5.1.6. All MBLs shall provide access to the local emergency network by dialing "9-1-1".
- 5.1.7. If MBL numbers must be transported from incumbent carrier to a new provider, all necessary work will be performed outside of normal business hours such that preparation and cutover efforts do not result in service interruption during normal working hours. Cutover dates/times must be coordinated in advance with the Technical Assistant identified in Paragraph 17 of this PWS.
- 5.1.8. All existing MBLs are currently terminated on a Cox Communications-owned Siemon 66-M1-50 connection block. If MBL numbers must be landed on a new terminal block or Network Interface Device (NID), the government will provide wall space for mounting within the existing demarcation room. The contractor shall provide all parts and labor needed for initial installation of new NID or terminal blocks.
- 5.1.9. The Government reserves the right to cancel any or all MBLs at no cost, when no longer required to support mission requirements. The Government may also order new, additional MBLs, add features, or modify Class of Service through contract modification as needed to meet mission requirements. The Contractor will be provided notice of deletions or additions in services required through the Contracting Officer.
- 5.1.10. Changes to the arrangement/configuration of access and terminations to the government's Networx/FTS2001 network or commercial long distance provider shall be installed in conjunction with MCI/Verizon and/or other long distance carriers providing these networks. The contractor shall coordinate facilities changes with the long distance carrier. Service implementation dates shall be agreed upon by all parties to include the government, the local service provider and the long distance carrier.
- 5.1.11. The service provider under this purchase order recognizes that Networx/FTS2001 is the sole and exclusive commercial long distance carrier for all MBLs, except where specifically noted otherwise. By design, all toll calls will be routed to the Federal Telecommunications Service (FTS) private network. The service provider of this purchase order shall serve as billing agent for carriers submitting charges for official inbound collect calls. Users on the Joint Staff Suffolk Complex will not be permitted access to selective long distance or regional carriers on a call-by-call basis to include 1-0-1-0-XXX. All regional toll traffic will be routed to the service provider under this

purchase order. All long distance toll traffic will be routed to FTS only, except where specifically noted otherwise herein.

- 5.1.12. The practice of unauthorized long distance carrier changes known as "Slamming" will not be permitted to occur under this purchase order. As such, any charges appearing on the monthly invoice from toll carriers, other than collect inbound calls billed by miscellaneous carriers, will not be paid by the Government.
- 5.1.13. The practice of billing for unauthorized third-party products or services known as "Cramming" will not be permitted to occur under this purchase order. As such, any charges appearing on the monthly invoice from any vendor other than the contractor or designated long distance provider(s), will not be paid by the Government.
- 6. **SERVICE FAILURES AND TROUBLE CALLS:** The contractor shall respond to trouble calls within the time periods specified herein and provide on-site support as necessary. The contractor shall describe its trouble reporting and escalation procedures in a Quality Control Plan (Exhibit A, CDRL Data Item No. A001), including telephone numbers to be used in reporting problems and a single point-of-contact to serve as the trouble management coordinator. In addition, the contractor shall provide to the Government a list of management personnel contacts to be used by the Government point-of-contact in an escalation process in situations where problems are not likely to be corrected within the time periods specified herein.
- 6.1. The contractor shall maintain/staff its own center to receive trouble calls for all service failures. The trouble center shall be equipped with online testing capabilities, and the contractor's representative at the center shall utilize these tests upon receipt of the trouble report from the Government's Technical Point-of-Contact (TPOC) or other designated government representative(s).
- 6.2. The government requires trouble call response/service failure resolution within the following time periods:
  - Contractor shall provide initial response, by telephone and/or email, within fifteen (15) minutes of notification of any outage designated by the Government as emergency/critical, thirty (30) minutes for priority, or one (1) hour for routine. The initial response to the Government shall acknowledge receipt of the trouble call, providing confirmation of affected phone number or circuit ID, level of urgency for restoral (emergency/critical, priority, or routine), and date/time of receipt of the trouble call.
  - Trouble tickets for telephone lines and circuits shall be resolved within four (4) hours for outages designated as emergency/critical, eight (8) hours for priority resolution and by the next business day for routine resolution.
  - Trouble tickets for Networx/FTS2001 and commercial long distance service, including inability to route Intra-LATA toll calls or long distance calls to the Networx/FTS2001 or commercial long distance network, shall be resolved within three hours when the cause of the trouble is known to be isolated to or within the control of the local service provider. The contractor shall perform all coordination with providers of these services as needed to perform trouble-shooting and resolution procedures. Trouble calls shall be initiated under this contract by the TPOC, other designated government representative(s), or by the long distance services providers.
- 6.3. Contractor performance will be monitored, measured and evaluated by the TPOC, who will be the Government's primary point-of-contact under a resultant purchase order. At such time that the contractor determines that resolution of a trouble call is probably not possible within the specified time period, the escalation procedure shall be invoked, and the contractor's trouble management coordinator shall notify the TPOC or other designated Government representative(s) that the service outage is not likely to be resolved within the time period specified herein. The contractor's trouble management coordinator shall take the necessary action within its organization to ensure the earliest possible resolution that is acceptable to the Government. Upon request in such a situation, the contractor shall provide the services of a qualified telephone technician to be dispatched to the Government site, at no additional cost to the government.

- 6.4. The Contractor shall notify the TPOC a minimum of 72 hours prior to beginning any non-emergency work that will interrupt telecommunications service, and must receive permission from the TPOC prior to beginning such work. Any service-affecting work may commence no earlier than 6:00 p.m. on a normal business day for any portion of the work that requires service to be interrupted. For purposes of this requirement, "service-affecting" is defined as any action that prevents telephone users from placing and receiving commercial calls over any MBL, or that interrupts data traffic over any circuit provided under this contract.
- 6.5. The contractor shall not allow service interruptions to occur on the emergency 9-1-1 system without a satisfactory alternative means of connecting with this service. This requirement applies to facilities that are under the control of this contractor only, and not external problems caused with the 9-1-1 system itself.
- 7. ENHANCED 911 (E911) / AUTOMATIC LOCATION INFORMATION (ALI) DATABASE CAPABILITY: The Joint Staff J6 Deputy Directorate for Information Technology Services (DDITS) in Suffolk, Virginia requires Automatic Location Information (ALI) database capability. This database provides the Public Safety Answering Point (PSAP) the location of the calling party. Location is an important concept in the manner of how the Enhanced 9-1-1 system works. Location determination depends upon the Automatic Location Information (ALI) database which is maintained on behalf of local governments by contracted private third parties generally the <a href="Incumbent Local Exchange Carrier">Incumbent Local Exchange Carrier</a> (ILEC). The ALI database also feeds the Master Street Address Guide database which is used to route the call to the appropriate PSAP and when the call arrives, the ALI database is queried to determine the location of the caller.
- 7.1 The State of Virginia has E911 legislation that governs emergency calls on multiline telephone systems. Summary of Virginia E911 Regulations: All PBX/MLTS installed after July 1, 2009 must provide ANI and ALI to the local PSAP for 911 calls unless alternate methods of notification have been approved. Excerpt of Virginia E911 Legislation: Article 8. Emergency Calls on Multiline Telephone Systems. § 56-484.23. Provision of emergency call information. The MLTS provider of any multiline telephone system that is acquired or installed on or after July 1, 2009, commencing on the date of its installation, shall maintain and operate the MLTS in a manner that ensures that each emergency call placed from any telephone station on the MLTS provides either (i) ALI and ANI to the 9-1-1 network that connects to the PSAP or (ii) an alternative method of providing call location information.
- 7.2 In order for the Joint Staff to meet this regulation, an account on a ALI database is required. This database is contracted via 3rd party subcontracts the actual ALI database management to companies such as Intrado, Bandwidth and TCS. This capability is needed since the Joint Staff in Suffolk, VA is migrating to Voice over Internet Protocol (VOIP) technology. These are needed to meet mission requirements that cannot be fulfilled by Defense Information Systems Agency (DISA), Naval Computer and Telecommunications Area Master Station Atlantic (NCTAMS LANT), the Federal Networx contract, or other existing General Services Agency (GSA) contracts. This Performance Work Statement (PWS) identifies the individual telephone numbers dialing capability to be provided. An additional requirement under this contract is the ability to add new telephone numbers as requirements come available.
- 7.3 The contractor will ensure access to the ALI database is available on a 24 hour a day, 365 days a year.
- 8. **DELIVERABLEs:** The Quality Control Plan required under Paragraph 6 of this PWS shall be submitted electronically IAW Exhibit A, Contract Data Requirements List (CDRL), Data Item Number A001; contractor format, with concurrence from TPOC, is acceptable. A letter of transmittal shall accompany the Quality Control Plan.

| Quality Control Plan | The contractor shall develop  | A001 | One Time | Draft: 30 DAPOP | TPOC/  |
|----------------------|-------------------------------|------|----------|-----------------|--------|
|                      | and provide a quality control |      |          | begins          | 1 copy |
|                      | plan.                         |      |          | Final: 60 DAPOP |        |
|                      |                               |      |          | begins          |        |

# 9. **QUALITY ASSURANCE (QA) METRICS:** The QA metrics for contractor performance under this PWS are defined as follows:

| Function   | Measurement<br>Method  | <b>Evaluation Metric</b>   | Expected Level of Performance  | Minimum<br>Acceptable<br>Performance  |
|--|--|--|--|---|
| MBL Troubles:<br>Response Time                           | Time to respond to notification of MBL or circuit outage.  | Acknowledgment of receipt of trouble call, including date/time, with confirmation of phone number or circuit ID affected, and level of urgency for restoral. | Emergency/Critical: 15 minute response. Priority: 30 minute response. Routine: One (1) hour response.  | Emergency/Critical: 30 minute. Priority: One (1) hour response. Routine: Two (2) hour response.   |
| MBL Troubles:<br>Restoral Time                           | Time to restore service following notification of MBL or circuit outage.   | Customer ability to place/receive local calls over MBLs, pass data/video traffic over dedicated circuits.  | Emergency/Critical: 100% full operating capability no later than four (4) hours after occurrence. Priority: 100% full operating capability no later than eight (8) hours after occurrence. Routine: 100% full operating capability no later than next business day after occurrence. | Emergency/Critical: 50% full operating capability no later than four (4) hours after occurrence.  Priority: 50% full operating capability no later than eight (8) hours after occurrence.  Routine: 50% full operating capability no later than next business day after occurrence. |
| Circuits and<br>services delivery<br>time for new orders | Time to deliver<br>and activate new<br>telecommunication<br>s circuits and<br>services following<br>issuance of<br>contract<br>modification. | Customer ability to place/receive local calls over MBLs.   | New MBLs & circuits: 100% full operating capability no later than fourteen (14) business days after issuing contract mod.  Class of Service changes/additions: 100% full operating capability no later than twenty-one (21) calendar days after issuing contract mod.                | New MBLs & circuits: 100% full operating capability no later than twenty-one (21) business days after issuing contract mod. Class of Service changes/additions: 100% full operating capability no later than thirty (30) calendar days after issuing contract mod.                  |
| Timeliness of data<br>delivery                           | Verified delivery of products by TPOC.   | Comparison of contractual due date with date actually delivered.   | 100% on time for CDRL A001.  | 100% on time for CDRL A001.   |

| Function           | Measurement   | <b>Evaluation Metric</b> | <b>Expected Level of</b> | Minimum                 |
|--------------------|---------------|--------------------------|--------------------------|-------------------------|
|                    | Method        |                          | Performance              | Acceptable              |
|                    |               |                          |                          | Performance             |
| Product or Task    | Evaluation by | Observation of work      | Quality meets or         | Quality of Product or   |
| Quality: General   | TPOC.         | and inspection of        | exceeds the specified    | Task does not result    |
|                    |               | deliverables by          | parameters of the        | in failure of an event. |
|                    |               | TPOC or other Gov't      | product or task in       | 90% of the products     |
|                    |               | representative.          | more than 95% of the     | or tasks meet the       |
|                    |               |                          | products or tasks.       | acceptable level.       |
| Automatic Location | Evaluation by | Observation of           | Quality meets or         | Quality of Product or   |
| Information (ALI)  | TPOC.         | database availability    | exceeds the specified    | Task does not result    |
| database           |               | and review of            | parameters of the        | in failure of an event. |
|                    |               | deliverables by          | product or task in       | 99% of the products     |
|                    |               | TPOC or other Gov't      | more than 99% of the     | or tasks meet the       |
|                    |               | representative.          | products or tasks.       | acceptable level.       |

- 10. **VISIT REQUESTS:** All Contractor requests for visit authorization shall be submitted not later than one (1) week prior to visit. Request must be forwarded to Joint Staff Security Office (JSSO), 116 Lake View Parkway, Suffolk, VA 23435-2697, Attn: Security Office. Contractor visit requests will be validated by the TPOC or other designated government representative(s).
- 11. GOVERNMENT-FURNISHED EQUIPMENT/MATERIAL (GFE)/(GFM): None.
- 12. **CONTRACTOR-FURNISHED EQUIPMENT/MATERIAL (CFE/CFM):** The contractor is responsible for providing all tools, special equipment, test equipment, parts, etc. necessary to fulfill the requirements of this contract.
- 13. **CONTRACTOR PERSONNEL REQUIREMENTS:** To ensure that qualified Contractor personnel are available to successfully perform the tasking in this PWS, the Contractor shall employ (or have available via existing subcontract) personnel with skills identified below.
  - a. Holds valid and current certification of training from a Government or commercial source in the splicing and inspection of fiber optic cable IAW military or commercial ISO-9000 standards. This person must be fully qualified and experienced in cable placement, fusion and mechanical splicing, cable termination (pigtail splicing), and acceptance testing of fiber optic requirements, systems, operations, interfaces, and associated equipment and products.
  - b. Holds valid and current Registered Communication Distribution Designer (RCDD) certification from Building Industry Consulting Service International, Inc., (BICSI). This person shall be fully qualified and experienced in installation, maintenance and operation of facilities cabling and wiring, and associated equipment and products.
  - c. Any licenses or certifications required by applicable laws or Government regulation.
- 14. **PLACE OF PERFORMANCE:** All products and services shall be delivered to Joint Staff, 116 Lake View Pkwy, Suffolk, VA 23435.
- 15. **PERIOD OF PERFORMANCE:** Date of award for 12 months, and 4 one-year options.
- 16. **POINT OF CONTACTS:** TBD after award.
- 17. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the Joint Staff** via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <a href="https://doncmra.nmci.navy.mil">https://doncmra.nmci.navy.mil</a>.

#### APPENDIX A

## COMMERCIAL TELECOMMUNICATIONS CIRCUITS AND SERVICES LIST (CURRENT AS OF APRIL, 2015)

A.1. All circuits and Measured Business Lines identified below are currently provisioned through Cox Communications on Account #001 5410 124127201. All long distance service is provided by Verizon/MCI Networx (formerly FTS2001).

| CIRCUIT (757) | ТҮРЕ   | RM<br>1046<br>PAIR | CABL<br>E TO<br>RM<br>1057<br>PAIR | RM<br>1057<br>RISER<br>PAIR | JACK# |
|---------------|--|--------------------|------------------------------------|-----------------------------|-------|
| 686-6900      | B116 Security Room 1015                            | 1                  | 1                                  | 5431                        | B079a |
| 686-6901      | Wall Phone B Closet                                | 2                  | 2                                  | 5600                        |       |
| 686-6902      | Wall Phone C Closet                                | 3                  | 3                                  | 6000                        |       |
| 686-6903      | Wall Phone D Closet                                | 4                  | 4                                  | 7200                        |       |
| 686-6904      | Wall Phone E Closet                                | 5                  | 5                                  | 4400                        |       |
| 686-6905      | Wall Phone F Closet                                | 6                  | 6                                  | 5200                        |       |
| 686-6906      | Wall Phone G Closet                                | 7                  | 7                                  | 4800                        |       |
| 686-6907      | Wall Phone H Closet                                | 8                  | 8                                  | 6400                        |       |
| 686-6908      | Wall Phone I Closet                                | 9                  | 9                                  | 6800                        |       |
| 686-6909      | Facility Rm 1048                                   | 10                 | 10                                 | 4009                        | E129a |
| 686-6910      | Radionics Fire Ctl Panel direct to Eqpt in Rm 1047 | 11                 | 11                                 |                             |       |
| 686-6911      | Radionics Fire Ctl Panel direct to Eqpt in Rm 1047 | 12                 | 12                                 |                             |       |
| 686-6912      |  | 13                 |                                    |                             |       |
| 686-6913      |  | 14                 |                                    |                             |       |
| 686-6914      |  | 15                 |                                    |                             |       |
| 686-6915      | Security Bldg 114                                  | 16                 |                                    | 5300                        | B354a |
| 686-6916      | J-Closet TB 36                                     | 17                 | 17                                 | 7148                        | DWP1a |
| 686-6917      |  | 18                 |                                    |                             |       |
| 686-6918      |  | 19                 |                                    |                             |       |
| 686-6919      |  | 20                 |                                    |                             |       |
| 686-8810      | RAMO Fax Line                                      | 44                 |                                    | 4678                        | G186a |
| 686-8961      | Navy Cyber AUDIX RMATS direct to Switch Rm 1057    | 45                 |                                    |                             |       |
| 686-8984      | Joint Staff AUDIX RMATS direct to Switch Rm 1057   | 46                 |                                    |                             |       |
| 686-8985      | DEFINITY G3r PBX RMATS direct to Switch Rm 1057    | 47                 |                                    |                             |       |

Appendix A

#### APPENDIX B

#### JOINT STAFF SUFFOLK WIRING AND LABELING CONVENTIONS

- B.1. All telephone work performed within the Joint Staff Suffolk Complex shall utilize industry-standard wiring techniques and consistent color-coding of all DEFINITY G3r switch-associated facility wiring/cabling, cross-connects, wiring closets, wall jacks, etc. All wiring terminations shall be clearly identified using horizontal index labeling strips, consisting of a clear label holder (188UT1) and colored inserts. The following conventions shall be used:
  - a. All punch-down block colored inserts and backboards shall be designated as follows:

ORANGE Central Office terminations
 PURPLE PBX Switch terminations

3) BLUE Station Wire terminations
 4) WHITE Telephone House wiring
 5) GREEN Network connections

6) YELLOW Auxiliary, Maintenance alarms, Security, etc.

b. Unless individual equipment and/or system specifications require otherwise, all cross-connect wiring shall be installed with AT&T single-pair (CCW-F 1/24) or double-pair (CCW-F 2/24) 24-gauge hook-up wire and shall be terminated with an 8762D or equivalent impact tool. The following standard shall be maintained whenever existing cross-connect wiring is replaced:

#### Single-pair Wiring

1) White-Blue/Blue-White Analog Station terminations

2) Yellow-Blue/Blue-Yellow Trunk terminations

3) White-Red/Red-White Special Circuit terminations

4) Orange-White/White-Orange Digital telephone and ISDN Station terminations

#### Double-pair Wiring

1) White-Blue/Blue-White Digital telephone and ISDN Station terminations

White-Orange/Orange-White

2) Red-Blue/Blue-Red Special Circuit terminations

Red-Orange/Orange-Red

c. All horizontal index labeling strips shall consist of a clear label holder (188UT1) and colored insert. All Type 66 connector block backboards and labeling strip inserts shall be color-coded as follows:

ORANGE Central Office terminations
 PURPLE PBX Switch terminations
 BLUE Station Wire terminations
 WHITE Telephone House wiring
 GREEN Network connections

6) YELLOW Auxiliary, Maintenance alarms, Security, etc.

## Appendix B

### **EVALUATION**

Lowest Price, Technically Acceptable

This requirement will be evaluated as lowest price, technically acceptable. Award will be made on the basis of the lowest evaluated price of quote meeting or exceeding the requirement.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |

### **DELIVERY INFORMATION**

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS   | UIC    |
|------|-----------------------------------|----------|---|--------|
| 0001 | POP 31-AUG-2016 TO<br>30-AUG-2017 | N/A      | THE JOINT STAFF SEE SCHEDULE WITHIN AS SPECIFIED FOB: Destination | H91269 |
| 0002 | POP 31-AUG-2017 TO 30-AUG-2018    | N/A      | (SAME AS PREVIOUS LOCATION) FOB: Destination                      | H91269 |
| 0003 | POP 31-AUG-2018 TO 30-AUG-2019    | N/A      | (SAME AS PREVIOUS LOCATION) FOB: Destination                      | H91269 |
| 0004 | POP 31-AUG-2019 TO 30-AUG-2020    | N/A      | (SAME AS PREVIOUS LOCATION) FOB: Destination                      | H91269 |

0005 POP 31-AUG-2020 TO N/A 30-AUG-2021 (SAME AS PREVIOUS LOCATION)
FOB: Destination

H91269

### CLAUSES INCORPORATED BY REFERENCE

| 52.203-3           | Gratuities  | APR 1984 |
|--------------------|---|----------|
| 52.204-7           | System for Award Management   | JUL 2013 |
| 52.204-13          | System for Award Management Maintenance   | JUL 2013 |
| 52.204-19          | Incorporation by Reference of Representations and Certifications.                 | DEC 2014 |
| 52.212-1           | Instructions to OfferorsCommercial Items  | OCT 2015 |
| 52.212-2           | Evaluation - Commercial Items   | OCT 2014 |
| 52.212-3 Alt I     | Offeror Representations and CertificationsCommercial Items (JUL 2016) Alternate I | OCT 2014 |
| 52.212-4           | Contract Terms and ConditionsCommercial Items                                     | MAY 2015 |
| 52.217-5           | Evaluation Of Options   | JUL 1990 |
| 52.217-8           | Option To Extend Services   | NOV 1999 |
| 52.217-9           | Option To Extend The Term Of The Contract   | MAR 2000 |
| 52.232-39          | Unenforceability of Unauthorized Obligations                                      | JUN 2013 |
| 52.232-40          | Providing Accelerated Payments to Small Business                                  | DEC 2013 |
|                    | Subcontractors  |          |
| 52.237-2           | Protection Of Government Buildings, Equipment, And                                | APR 1984 |
|                    | Vegetation  |          |
| 52.243-1           | ChangesFixed Price  | AUG 1987 |
| 52.247-34          | F.O.B. Destination  | NOV 1991 |
| 252.201-7000       | Contracting Officer's Representative  | DEC 1991 |
| 252.203-7000       | Requirements Relating to Compensation of Former DoD                               | SEP 2011 |
|                    | Officials   |          |
| 252.203-7002       | Requirement to Inform Employees of Whistleblower Rights                           | SEP 2013 |
| 252.203-7005       | Representation Relating to Compensation of Former DoD                             | NOV 2011 |
|                    | Officials   |          |
| 252.203-7997 (Dev) | Prohibition on Contracting with Entities that Require Certain                     | OCT 2015 |
|                    | Internal Confidentiality Agreements (Deviation 2016-O0003                         | )        |
| 252.204-0001       | Line Item Specific: Single Funding  | SEP 2009 |
| 252.204-7003       | Control Of Government Personnel Work Product                                      | APR 1992 |
| 252.204-7004 Alt A | System for Award Management Alternate A   | FEB 2014 |
| 252.204-7008       | Compliance With Safeguarding Covered Defense                                      | DEC 2015 |
|                    | Information Controls  |          |
| 252.204-7012       | Safeguarding Covered Defense Information and Cyber                                | DEC 2015 |
|                    | Incident Reporting.   |          |
| 252.204-7015       | Notice of Authorized Disclosure of Information for Litigation                     | MAY 2016 |
|                    | Support   |          |
| 252.213-7000       | Notice to Prospective Suppliers on Use of Past Performance                        | JUN 2015 |
|                    | Information Retrieval SystemStatistical Reporting in Past                         |          |
|                    | Performance Evaluations   |          |
| 252.223-7006       | Prohibition On Storage, Treatment, and Disposal of Toxic or                       | SEP 2014 |
|                    | Hazardous Materials   |          |
| 252.223-7008       | Prohibition of Hexavalent Chromium  | JUN 2013 |
| 252.225-7048       | Export-Controlled Items   | JUN 2013 |
|                    |   |          |

| 252.232-7003 | Electronic Submission of Payment Requests and Receiving | JUN 2012 |
|--------------|---|----------|
|              | Reports   |          |
| 252.232-7010 | Levies on Contract Payments                             | DEC 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor | JUN 2013 |
|              | Personnel   |          |
| 252.239-7010 | Cloud Computing Services                                | AUG 2015 |
| 252.239-7017 | Notice of Supply Chain Risk                             | NOV 2013 |
| 252.244-7000 | Subcontracts for Commercial Items                       | JUN 2013 |
| 252.247-7023 | Transportation of Supplies by Sea                       | APR 2014 |

#### CLAUSES INCORPORATED BY FULL TEXT

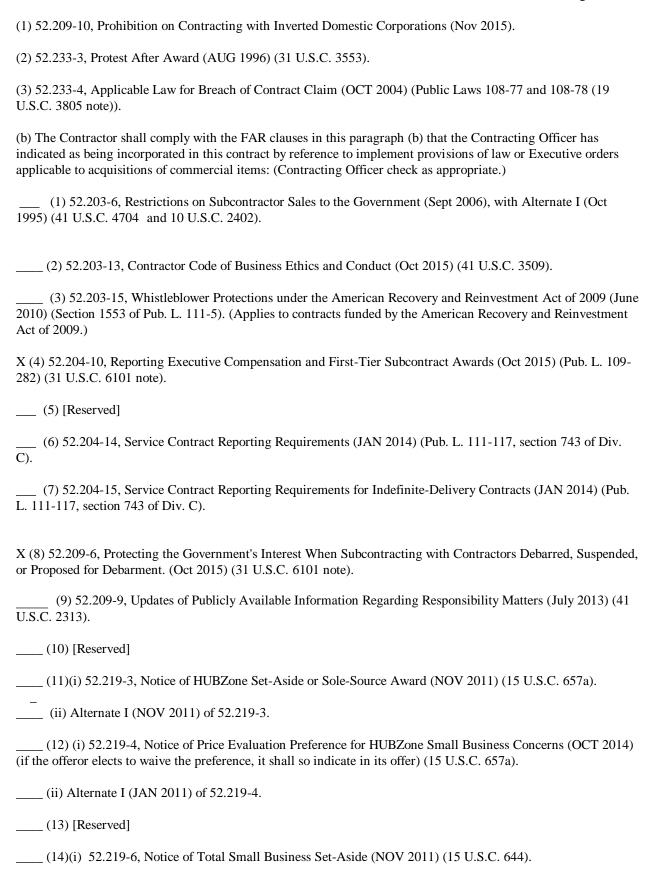
## 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

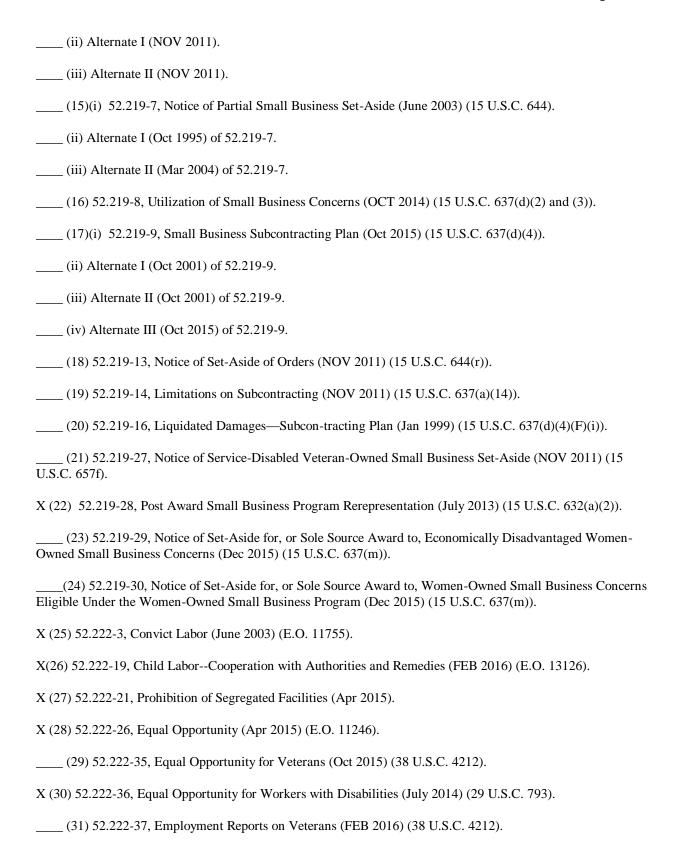
- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that--
- (1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

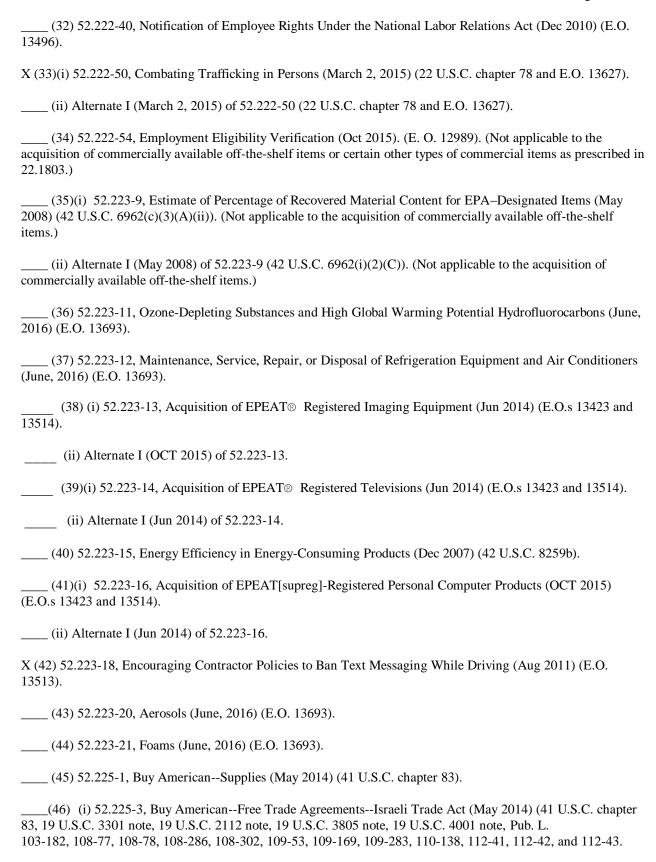
(End of provision)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2016)

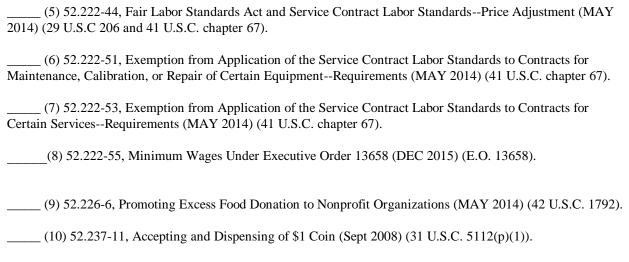
(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:







| (ii) Alternate I (May 2014) of 52.225-3.   |
|--|
| (iii) Alternate II (May 2014) of 52.225-3.   |
| (iv) Alternate III (May 2014) of 52.225-3.   |
| (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).   |
| X (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).  |
| (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).   |
| (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150   |
| (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).  |
| (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).   |
| (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).  |
| X (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).   |
| (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).  |
| (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).  |
| (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).  |
| (58)(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).  |
| (ii) Alternate I (Apr 2003) of 52.247-64.  |
| (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.) |
| (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).   |
| (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).   |
| (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).  |
| (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor StandardsPrice Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).   |



- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_\_(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (XV) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <a href="http://acquisition.gov/far/">http://acquisition.gov/far/</a>

DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: http://acquisition.gov/far/

DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/

(End of clause)

## 252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-00003)(OCT 2015)

- (a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of

classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

#### 252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

| Item No. | Supplies/Service   | Quantity | Unit | Unit price | Amount |
|----------|--|----------|------|------------|--------|
|          | . Computer, Desktop with CPU, Monitor, Keyboard and Mouse. | 20       | EA   |            |        |

Alternative line-item structure offer where monitors are shipped separately:

| Item No. | Supplies/Service                                 | Quantit | ty | Unit | Unit Price | Amount |
|----------|--|---------|----|------|------------|--------|
|          | . Computer, Desktop with CPU, Keyboard and Mouse |         | 20 | EA   |            |        |
| 0002     | . Monitor  | 20      | E. | A    |            |        |

(End of provision)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

### Fill ins will be provided at award.

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS <u>252.232-7003</u>, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>; and
- (2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

 $(2) In spection/acceptance\ location.\ The\ Contractor\ shall\ select\ the\ following\ in spection/acceptance\ location(s)\ in\ WAWF,\ as\ specified\ by\ the\ contracting\ officer.$ 

\_\_\_\_\_

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

| (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to | o fill in |
|--|-----------|
| applicable fields in WAWF when creating payment requests and receiving reports in the system.          |           |

| Field Name in WAWF        | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC       |                            |
| Issue By DoDAAC           |                            |
| Admin DoDAAC              |                            |
| Inspect By DoDAAC         |                            |
| Ship To Code              |                            |
| Ship From Code            |                            |
| Mark For Code             |                            |
| Service Approver (DoDAAC) |                            |
| Service Acceptor (DoDAAC) |                            |
| Accept at Other DoDAAC    |                            |
| LPO DoDAAC                |                            |
| DCAA Auditor DoDAAC       |                            |
| Other DoDAAC(s)           |                            |

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### 252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

- (a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.
- (b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

| (c) Representation. The Offeror represents that it   |
|--|
| Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.     |
| Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation. |
| (End of provision)   |